

**Spring Personnel Limited
trading as
Spring Direct
Tact Personnel
Elizabeth Hunt**

Mobile Employee Handbook

INDEX

INTRODUCTION	1
STATUS OF DOCUMENTS	1
DEFINITIONS	2
ABSENCE FROM WORK.....	3
POLICIES	4
EQUAL OPPORTUNITIES POLICY	5
HEALTH AND SAFETY POLICY.....	8
COMPUTER, INTERNET AND E-MAIL ACCEPTABLE USE POLICY.....	11
DISCIPLINARY POLICY	14
GRIEVANCE POLICY	19
DATA PROTECTION POLICY.....	20
TRAVEL SCHEME.....	22

SPRING PERSONNEL LIMITED ("Spring Personnel")

MOBILE EMPLOYEE HANDBOOK

INTRODUCTION

Welcome to Spring Personnel. We are delighted that you have chosen to work with us.

STATUS OF DOCUMENTS

This Handbook contains important information regarding the terms and conditions of your employment and Spring Personnel's supplementary policies, which together with your Employment Contract, any assignment summary, and amendments that may be issued from time to time, constitutes the basis of your employment. Please read these documents carefully, and if you have any questions do not hesitate to raise them with Spring Personnel.

Spring Personnel reserves the right to amend its terms and conditions and policies as set out in this Handbook from time to time. Such amendments will be notified in writing to all employees and available on the website and any such amendments take effect from the date of the notice.

In general, the terms and conditions contained in this Handbook apply to all mobile employees. Where there is a difference between the terms and conditions specified in your assignment summary or Employment Contract and this Handbook, your own Employment Contract will apply.

For the avoidance of doubt, the policies contained in this Handbook are non-contractual unless otherwise stated.

DEFINITIONS

Assignment: The period during which the mobile employee is supplied to render services to the Client; and

Client: The person, firm or corporate body requiring the services of mobile employees together with any subsidiary or associated company as defined by the Companies Act 1985.

ABSENCE FROM WORK

- 1.1 If you need time off for any reason, you should request this as far in advance as possible. If, for whatever reason, you are unexpectedly unable to come into work or are delayed the following rules apply:
- You must notify Spring Personnel prior to the commencement of your assignment on that day, or as soon as possible, to explain your absence or delay. Repeated or prolonged absences of any kind may result in disciplinary action against you.
 - Spring Personnel reserves the right to deduct an appropriate amount from your salary if it finds your explanation unsatisfactory.
 - If you are absent from work due to sickness or injury the following rules apply:
 - You, or someone on your behalf, must notify Spring Personnel by telephone to give details of your absence prior to the commencement of your assignment, or as soon as possible, on the first day of your absence. You must state the reason for absence and the date on which you expect to return.
 - A self-certification certificate must be completed by you and returned to Spring Personnel on the day of your return to work to cover all periods of absence up to and including seven days.
 - After seven days of continuous absence a doctor's certificate must be sent as soon as possible to Spring Personnel. Further certificates will be required to cover the total period of absence. It is your responsibility to keep Spring Personnel informed about your progress and your likely date of return. Failure to supply the necessary certificates may result in non-payment of sick pay.
- 1.2 Provided you comply with the above mentioned notification procedures and your earnings are high enough to trigger an entitlement to statutory sick pay (SSP) you will be paid SSP in accordance with current legislation and at the current rate from time to time. A qualifying day for the purpose of SSP is a day falling within Monday to Sunday (inclusive).
- 1.3 You do not qualify for SSP for any days when you are sick during periods of paid holiday. Requests to substitute sick leave for booked holiday will not be granted. A medical certificate must support any absence from work immediately preceding or subsequent to holiday.
- 1.4 When you are off sick, particularly for longer periods, you must remember to stay in touch with Spring Personnel and keep us informed about your progress.
- 1.5 We reserve the right to have you examined by a doctor of our choosing to report to us at our own expense. We may also request, with your permission, a medical report from your doctor.

POLICIES

The following policies are supplementary to your Terms of Employment with Spring Personnel. For the avoidance of doubt, these policies are non-contractual unless otherwise stated.

EQUAL OPPORTUNITIES POLICY

Purpose

Spring Personnel operates a policy of providing equal opportunities in recruitment, whatever the colour, race, religion, ethnic origin, sex, sexual orientation, gender, marital status, age or disability of an employee, having regard to the individual's aptitudes and abilities and the requirements of the job. Spring Personnel is opposed to all forms of unlawful and unfair discrimination.

Spring Personnel is committed to the promotion of equal opportunities and to ensure that the human resources, talent and skills of all employees are maximised. Spring Personnel's policy is to treat all employees with respect and dignity and to ensure that decisions are taken without reference to irrelevant or discriminatory criteria.

Spring Personnel will take every possible step to ensure that decisions on recruitment, selection, conditions of work, pay and benefits, management and every other aspect of employment are justifiable and based solely on objective criteria.

There may be circumstances where Spring Personnel has a legal duty to ensure that a job holder is of a specified gender or where health and safety requirements apply. In these instances, Spring Personnel will follow the provisions in the legislation.

Spring Personnel will ensure that the policy is communicated to all employees and made known to job applicants.

Employment Practices

Spring Personnel states its wholehearted support for the principles and practices of equal opportunities and recognises that it is the duty of all employees to accept their personal responsibility for fostering a fully integrated community at work by adhering to the principles of equal opportunity.

Spring Personnel will actively promote equal opportunities throughout the organisation through the application of employment policies, which will ensure that individuals receive treatment that is fair and equitable and consistent with their relevant aptitudes, potential, skills and abilities. All managers and supervisors will seek to ensure that all employees comply with these principles.

Spring Personnel will ensure that individuals are recruited and selected, on objective criteria having regard to the relevant aptitudes, potential, skills and abilities. In particular no applicant will be placed at a disadvantage by requirements or conditions which are not necessary to the performance of the job or which constitute indirect unfair discrimination.

Job advertisements (both internal and external) will be non-discriminatory and all those involved in assessing candidates for recruitment or promotion will be trained in non-discriminatory recruitment and selection techniques.

Making the Policy Work

Each employee has personal responsibility for the practical application of this policy and to ensure that Spring Personnel achieves its equality objectives. The successful

implementation of this policy depends on everyone treating each other with the respect and dignity they would rightly expect from others.

Grievance and Disciplinary Procedures

Spring Personnel can only act to prevent individuals from breaking Spring Personnel's policy if it knows about the conduct. If you believe that you have experienced direct, indirect or unfair discrimination, harassment or victimisation you can raise the matter informally with your Consultant or Branch Manager. You may also raise the matter formally through Spring Personnel's Grievance Procedure. All complaints will be dealt with seriously, properly and confidentially and every effort will be made to secure a satisfactory resolution.

Disciplinary action will be taken against any employee who is found to have committed an act in breach of this policy. Serious breaches of this policy will be treated as gross misconduct.

Company practices and policies relating to equal opportunities must be strictly adhered to by all employees. Discrimination, abuse, or failure to observe Company policy and practice will result in disciplinary action being taken, including summary dismissal in the most serious cases.

HEALTH AND SAFETY POLICY

Purpose

Spring Personnel's health and safety policy is designed to promote and encourage the highest standards of health and safety at work in all of its operations. It is the duty of Spring Personnel and Spring Personnel undertakes to ensure, so far as reasonably practicable, the health, safety and welfare of its employees at work.

It is Spring Personnel's policy to make sure that health and safety provision is made for the employees it supplies to Clients. In order to achieve this, it is necessary to obtain the full support from every employee of Spring Personnel as well as all Clients.

Spring Personnel undertakes to:

- request employees and Clients to co-operate with Spring Personnel and with each other in order to promote safety and reduce hazards;
- request that Clients provide details of specialist skills or qualifications required to carry out any particular assignment together with relevant health and safety information;
- pass to employees all information provided by the Client on health and safety issues connected with the assignment;
- require employees to adhere to the Client's health & Safety Policies at all times whilst on assignment.

You have a duty to:

- comply with all safety instructions and directions issued by Spring Personnel and take reasonable care for your own health and safety and the health and safety of other people who may be affected by your actions.
- assess risks to your own health and safety to which you are exposed at work;
- stop working immediately if you consider that your working environment is unsafe and immediately report the matter to the Client and Spring Personnel;
- work in a safe manner taking all reasonable steps to safeguard your own safety and that of any persons who may be affected by your actions;
- report incidents that have or may lead to accident or injury to the Client's health and safety representative and to Spring Personnel;
- co-operate in any investigation and report on all accidents or incidents that may cause or lead to injury.
- report any shortcomings in the Client's arrangements for health and safety to Spring Personnel.
- co-operate with the Client on health and safety matters and ensure that you observe all health and safety instructions and regulations from the Client;
- wear (and request if you consider it necessary) any protective clothing and use any safety equipment that has been provided in order to carry out any Assignment;
- request a copy of the Client's Health and Safety Policy prior to starting any Assignment and ensure that you read and understand such Policy;

- observe and comply with the Client's Health and Safety Policy at all times.

Any failure to comply with any aspect of Spring Personnel's or the Client's health and safety procedures, rules or duties or any improper interference with any health and safety equipment will be regarded as misconduct and will be dealt with under Spring Personnel's Disciplinary Procedure. Serious breaches or blatant disregard of health and safety procedures will be regarded as gross misconduct for which the appropriate penalty is summary dismissal.

Clients have a duty to:

- treat all of Spring Personnel's employees as they would their own employees for all health and safety matters and ensure that there is a safe system of work at all times;
- provide Spring Personnel with information on special qualifications or skills which each employee of Spring Personnel will need and on special features of work insofar as they are likely to affect the health and safety of Spring Personnel's employees;
- co-operate and co-ordinate with Spring Personnel's employees on health and safety matters;
- provide Spring Personnel's employees with information on health and safety risks and measures;
- make available to Spring Personnel's employees safety equipment and protective clothing as necessary for the job to be undertaken and ensure its use;
- tell Spring Personnel's employees the name of their health and safety representative;
- record any accidents or injuries in their Accident Record Book and report to the Health & Safety Executive in accordance with current requirements;
- assess health and safety risks and record the result of the assessment.

First Aid/Accidents

All accidents, no matter how small, must be reported to the Client's designated health and safety representative and to Spring Personnel. All accidents and dangerous occurrences must be reported and recorded in the Client's accident book. If you have an accident ensure that you receive first aid treatment immediately.

Fire

You must ensure that you are fully conversant with and comply with the fire and other emergency procedures and take part in all drills as organised/notified by Spring Personnel and/or the Client.

You must ensure that you do not render any fire escape or fire escape routes at the site unavailable for emergency use, not cause any obstruction at any time to any staircases, passages, walkways, entrances and exits or any other part of the site.

If you require further guidance you should contact Spring Personnel or the Client to whom you are assigned on any particular Assignment.

At the commencement of each Assignment you should make sure that you know:

- how to raise the fire alarm;
- the fire evacuation procedure;
- the location of fire extinguishers and how to use them;
- the whereabouts of all fire exits;
- the fire representative for your area of work (if appropriate).

Computers

When using computers you should sit directly facing the screen and keyboard. You should also make sure that the screen is clean and that the focus, brightness, contrast etc is adjusted to given the best picture quality. Your seating position is also important and this means having your back supported and as near to vertical as possible.

If your job involves a lot of input into your computer you should attempt to break up intervals of computer use by alternating it with other tasks.

If you work with a visual display unit you are entitled to regular eye tests.

If you feel that you are having health problems associated with the use of your computer you should in the first instance discuss with the Client. If problems persist, you will need to make contact with Spring Personnel.

Electricity

The two main risks from electricity are:

- electric shocks; and
- fires.

The risk of electrical shocks and electrical fires can be reduced by: -

- not overloading sockets;
- keeping electrical equipment well maintained and cable and flex in good repair;
- not repairing or adjusting electrical appliances when they are switched on or connected to mains supply;
- never touching light switches or electrical appliances with wet hands;
- the repair and maintenance of electrical appliances is a job for an expert.

Changes to this Policy

Any change to this policy will be notified to you by way of notices placed on Spring Personnel's website. It is your duty to familiarise yourself with and implement any such changes.

COMPUTER, INTERNET AND E-MAIL ACCEPTABLE USE POLICY

Purpose

You have a duty to ensure that you are aware of any policy which the Client has in place regarding computer usage and use of email and the internet and to comply with any such policy at all times. A failure to do so will result in disciplinary action.

In the event that the Client does not have such a policy in place the following policy will apply and you are required to comply with it.

Access

The Client's computer equipment and systems (hardware and software) ("the Equipment") are a vital part of their business and must only be accessed and operated specifically by those appointed and authorised to do so.

Unauthorised use of the Equipment (which means use by any person other than those specifically authorised), failure to comply with the policy, or in anyway tampering with the Equipment will be regarded as gross misconduct and will render the offender liable to dismissal and possible criminal prosecution under the Computer Misuse Act 1990, even if no damage results.

Unauthorised bypass or any attempt to circumvent any security system is prohibited and is a dismissible offence.

It is your responsibility to check with the Client that accessing the Internet or sending e-mail is allowed for reasonable personal use when using the Client provided access accounts or the Equipment.

The Client's computer networks and the messages and information stored in or exchanged through them are the property of the Client.

Compliance

You are expected to exercise good judgement and act in a professional manner whenever sending e-mail messages or accessing the Internet or other external system. If you have any doubt or question concerning whether to use the Internet or another external system, please ask the Client.

Spring Personnel reserves the right to amend or replace this policy at its sole discretion and without prior notice.

Sanction

Failure to comply with the policy may result in disciplinary action.

Spring Personnel may take disciplinary action against any employee who makes excessive personal use of the Equipment or Internet or e-mail access, including dismissal for gross misconduct.

COMPUTER EQUIPMENT ACCEPTABLE USE POLICY

Access

If you are authorised to access and operate the Equipment you must use the Equipment only for the purpose of fulfilling your duties for the Client. In addition, you may be allowed to make reasonable personal use of the Equipment. Any personal use must be fully sanctioned by the Client and only take place outside your normal hours of work and must not interfere with the carrying out and completion of your duties and tasks for the Client.

Using the Equipment

Before using any files on writable disks (e.g. CD's. floppy disks) or downloaded from the internet or other source, they must be scanned for viruses. Any item found infected must be immediately separated from any networking arrangement and steps taken to eliminate the virus or other infection. You must contact the end-user or clients IT department immediately if you receive a virus-warning message.

Prohibited Activities

In particular, when accessing or using the Equipment you must not:-

- introduce or knowingly or recklessly transmit or distribute any bug, virus or other infection;
- corrupt any data held within the Equipment;
- tamper with or damage or do any act or thing which may in any way affect the output or performance of the Equipment;
- use the Equipment to send, receive, distribute or store any material that is (in the view of Spring Personnel or the Client) offensive, abusive, indecent, obscene, sexually explicit, pornographic or menacing;
- disclose to any other person any confidential information which may be stored on the Equipment or disclose any password protections to or allow access to your computer by any other person;
- passwords are confidential information. Do not use personal references when choosing a password.
- use the Equipment for playing games or any other purpose other than legitimate work of the Client (other than reasonable personal use of e-mail and Internet access as set out above);
- use any software/disks, etc. on the Equipment other than those owned or leased by the Client which have been purchased new from recognised and reputable suppliers, backed by a confirmation that they are free from viruses or other infections and with a guarantee/indemnity in respect of such confirmation;
- forget to switch your computer off at the end of the day or if you leave your seat for a prolonged period; and
- enter into contracts etc. in breach of this policy.

INTERNET AND E-MAIL ACCEPTABLE USE POLICY

Scope

This policy applies to all electronic communications sent by employees of Spring Personnel, whether internally to other employees of Spring Personnel, a Client or externally via the Internet or any public networked or dial-in system. It also applies to all use of the Internet made by employees.

This policy applies to the receipt or provision of information electronically by an employee in any form, whether through correspondence with an individual or through publicly accessible sources.

Access

All use must comply with the terms of this policy and the Computer Equipment Acceptable Use Policy.

Prohibited Activities

The following are prohibited when using access accounts provided by Spring Personnel or a Client or the Equipment or when identifying yourself as associated with Spring Personnel using an individually acquired access account:-

- the uploading, downloading, transmission or possession of any material with illegal or unacceptable (in the view of Spring Personnel or the Client) content or of a pornographic or sexually explicit nature;
- transmitting defamatory, obscene, offensive, racially or sexually harassing, indecent or abusive messages, or any messages that may be construed as such;
- "spamming", or the sending of e-mail messages to multiple recipients;
- sending or other participation in chain letters or the spreading of gossip;
- use for personal gain.

Proprietary Information

You must obey all intellectual property and copyright law. Any questions that you may have concerning compliance should be directed to Spring Personnel.

Although material may be available for "free" on the Internet, you do not have the legal right to copy it or download it to your computer. Merely accessing the material may be a breach of copyright. You must always obtain the copyright holder's written permission before downloading or copying from the Internet or other public computer system.

Do not transmit proprietary or confidential or secret materials or information of Spring Personnel or the Client over any public computer system (which includes via e-mail) unless it is properly encrypted and you have the authority to do so.

DISCIPLINARY POLICY

Disciplinary and dismissal rules and procedures help promote fairness in the treatment of employees in the work place. They apply to all employees. The disciplinary and dismissal procedures are workplace rules and Spring Personnel is not obliged to follow them in all circumstances. The procedures may be amended from time to time. The procedures will normally be adopted where an employee's conduct or performance is below the standard required by Spring Personnel or the Client. Any disciplinary or dismissal action taken against you will usually only be taken after the disciplinary and dismissal procedure has been followed.

This procedure does not form part of the contract of employment. Spring Personnel may vary it from time to time.

General Points

- this procedure may be implemented at any stage if your conduct warrants such action.
- no disciplinary or dismissal action will be taken without prior investigation by Spring Personnel, where necessary.
- you have the right to be accompanied by a work colleague or trade union representative at any stage of the formal procedure.
- you will be given written details of the allegations or complaint against you.
- you will be given access to any relevant information and papers.
- you will be given the opportunity to state your case in response to claims against you.
- you can appeal against any disciplinary penalty imposed.

Informal Procedure

In the first instance your manager or other duly authorised member of the management team or member of Spring Personnel's HR team will establish the facts surrounding the complaint. If the person conducting the investigation considers that it is not necessary to resort to the formal disciplinary and dismissal procedure, he/she or your own manager will discuss the matter with you suggesting areas for improvement. The counselling discussion will, insofar as it is possible, be in private and you will be informed that no formal disciplinary or dismissal action will be taken.

Formal Procedure

If the person conducting the investigation considers that it is necessary to invoke the formal disciplinary and dismissal procedure he/she will inform you. The following procedure will then apply.

Statement of grounds for action

Spring Personnel will set out in writing the alleged conduct or characteristics or other circumstances, which led Spring Personnel to contemplate taking disciplinary action against you. Spring Personnel will then send a copy of the statement to you and invite you to attend a meeting to discuss the matter.

Meeting

The meeting must take place before action is taken, except in the case where the disciplinary action consists of suspension. You must take all reasonable steps to attend the meeting. After the meeting, Spring Personnel will inform you of the decision and notify you of the right to appeal against the decision if you are not satisfied with it.

Appeal

You will have the right of appeal in respect of any formal disciplinary or dismissal. Any appeal should be made to the HR representative and will be heard by a manager or director who is senior to the person who took the original decision to dismiss or discipline you.

All appeals must be made in writing within 5 working days of you receiving written notice of the initial decision made in the disciplinary and dismissal procedure. Failure to lodge the written notice within that time period will be regarded as acceptance of the decision made in the disciplinary and dismissal procedure and no further right of appeal will be available.

An appeal hearing will take place within 10 working days of receipt of the written notice of appeal or as soon as practicable thereafter. You must take all reasonable steps to attend the meeting. The appeal meeting need not take place before the dismissal or disciplinary action takes effect. You will be given an opportunity to state your case and may be accompanied by a colleague or a trade union official. The appeal officer will have the authority to overturn the decision given in the disciplinary and dismissal procedure or impose any other disciplinary penalty that he/she feels appropriate in the circumstances. The decision of the appeals officer is final and there is no further right of appeal. A written decision stating the outcome of the appeal will normally be sent to you within 5 working days of the hearing.

Sanctions

Warnings

Formal Oral Warning

In the case of minor offences you will be given a formal oral warning. You will be advised that the warning constitutes the first formal stage of the disciplinary and dismissal procedure. The nature of the offence, the reason for the warning and the likely

consequences of further offences or a failure to improve will be explained. You will also be advised of your right of appeal. A note of the formal oral warning will be kept in your personnel file.

Stage 2: Written Warning

If you fail to improve or continue to breach your contract of employment or your conduct is considered by Spring Personnel to be too serious for a verbal warning, a written warning will be issued.

The written warning is likely to include:

- the complaint/infringement;
- the improvement requested and the period allowed for improvement;
- what further disciplinary or dismissal action will be taken by Spring Personnel should you not respond to the warning; and
- the right of appeal and the person to whom you should appeal.

A copy of the warning will be kept in your personnel file.

Final Written Warning

Should you continue with the breach following the written warning, or if your first offence is sufficiently serious in Spring Personnel's opinion to merit it, then Spring Personnel may issue a final written warning. The final written warning is likely to include:

- the complaint/infringement;
- the improvement required and the period allowed for improvement;
- the fact that a failure to improve may lead to dismissal; and
- the right of appeal and the person to whom you should appeal.

A copy of the warning will be kept in your personnel file.

Dismissal

Spring Personnel may dismiss you for breach of a final written warning or where Spring Personnel considers that your conduct is sufficiently serious to warrant dismissal (in such instances your behaviour is likely to amount to gross misconduct).

If, following the meeting, management decides to dismiss you, then the decision to dismiss will be given to you in writing stating:

- the nature of the offence;
- the reason for the dismissal;
- the period of notice of dismissal (if any);
- when the dismissal will take effect; and

- the right of appeal and to whom the appeal should be made.

It should be remembered that Spring Personnel is not obliged to impose any sanctions in a set order. Therefore, if Spring Personnel considers that your offence merits a final written warning or dismissal, Spring Personnel may impose that sanction without first having issued a written warning, etc.

Length of warnings

Verbal warnings will usually last for 6 months after which time they will be removed from your disciplinary record. Written warnings will usually last for 1 year, after which time they will be removed from your disciplinary record. Spring Personnel reserves the right to extend the warning in appropriate circumstances.

Gross Misconduct

If Spring Personnel considers that your behaviour is so serious as to amount to gross misconduct then you may be dismissed summarily without notice. In that instance, you will not receive any payment in lieu of notice.

The following types of behaviour are likely to constitute gross misconduct and will normally be dealt with by way of summary dismissal. However, the list given below is not exhaustive:

- physical violence, actual or threatened;
- theft, attempted theft or other offence;
- malicious damage to property;
- falsification of records, particulars of job application, time sheets, vehicle log sheets and/or relevant documents;
- consumption of alcohol or drugs or other illegal substances or being under the influence of alcohol, drugs or other illegal substances on Spring Personnel's or the Client's premises;
- involvement in activities likely to endanger employees' safety;
- misuse or unauthorised use of computer equipment;
- working for or assisting a competitor of Spring Personnel or the Client;
- deliberate and serious breaches of confidence in relation to Spring Personnel's or the Client's or their customers' affairs (subject to the Public Interest (Disclosure) Act 1998);
- sexual or racial discrimination or harassment or some other form of discrimination or harassment;
- gross negligence;
- insubordination, including insolence or failure to carry out instructions or disregard of duties or instruction;
- conviction of a criminal charge which, in the opinion of Spring Personnel, makes you unsuitable to carry out your duties;
- serious breach of Spring Personnel's or the Client's rules or any policy or procedure.

Suspension

If appropriate, Spring Personnel may suspend you with pay while any investigation takes place. During any period of suspension you will not be entitled to enter the Client or Spring Personnel's premises except at Spring Personnel's prior request.

Confidentiality

Details of all proceedings, witness statements and records will be kept confidential unless required to be disclosed by law.

Changes to this Policy

Any changes to this policy will be notified to employees by way of notices placed on Spring Personnel's website. It is your duty to familiarise yourself with and implement any such changes

GRIEVANCE POLICY

Purpose

The object of the grievance procedure is to enable employees who have a problem or complaint arising from their employment with Spring Personnel to have it dealt with at the nearest appropriate level within as short a time as possible. All grievances raised under the procedure will be treated with complete confidentiality.

The procedure applies to all employees, irrespective of their length of service, hours worked or seniority. Anyone wishing to use the procedure can do so freely and without prejudice to his or her position within Spring Personnel.

All employees should however be aware that malicious or reckless abuse of the grievance procedure to raise unfounded complaints or allegations will be viewed very seriously by Spring Personnel and may lead to disciplinary action (including summary dismissal) being taken against the employee responsible.

The grievance procedure is not contractually binding and may be amended from time to time. It is to be used as a guideline as to how grievances should be dealt with but Spring Personnel, if appropriate, in the circumstances, may follow a different procedure.

Informal Procedure

In the first instance, where feasible, it is recommended that you speak in the first instance to your Consultant or Branch Manager to discuss concerns.

Formal Procedure

The formal procedure is divided into three stages. At all stages you may be accompanied by a work colleague of your choice from within Spring Personnel or by a trade union official. Your companion may not answer questions on your behalf.

Stage 1 - Statement of Grievance

If you have any grievance relating to your employment you may apply in writing to Spring Personnel stating the detail of your particular grievance.

Stage 2 - Meeting

Spring Personnel will invite you to at least one meeting or conference call at which the alleged grievance can be discussed. You should take all reasonable steps to attend. Spring Personnel will aim to respond to the grievance in writing within 7 working days of the meeting taking place and will offer you the right of appeal.

Stage 3 - Appeal

If the grievance is not resolved to your satisfaction you may request in writing, within 7 days of receipt by you of the report, or failure to make a decision, that the matter be dealt with by the next level of management. Spring Personnel will arrange a meeting or conference call to discuss the appeal. You should take all reasonable steps to attend. Spring Personnel will aim to give you a written decision within 10 working days. This decision will be final and binding.

DATA PROTECTION POLICY

Purpose

Spring Personnel values the privacy of its employees. This statement has been prepared to outline Spring Personnel's practices in relation to the collection and use of information about you.

Spring Personnel is conscious of its responsibilities as a data controller under the Data Protection Act 1998. Spring Personnel shall endeavour to process any personal information relating to you fairly and lawfully in accordance with that Act. Information may be processed in accordance with our Data Protection Registration and Spring Personnel will not process your personal information in any manner incompatible with those purposes or without your consent unless it is required by law to do so. Spring Personnel will also endeavour to comply with the Data Protection Commissioner's code of practice on the use of personal data in employee/employer relationships.

Collection of Information

Good employment practice and the efficient running of the business require Spring Personnel to hold certain personal details about you on file. These personal details may include sensitive personal information about you such as information on your health, racial or ethnic origin or marital status. Spring Personnel obtains personal information about you from a number of sources including the registration form you completed when you joined Spring Personnel and from details you subsequently provided. Spring Personnel will also keep records of, for example, disciplinary action taken against you..

Spring Personnel will have access to your personal information. Access to your personal information will only be given to those who need such access.

Retention of Information

Spring Personnel shall not retain information relating to you longer than is necessary for the purpose(s) for which it is obtained. Spring Personnel will not retain any information about you, which is out of date, or which is no longer required.

Use of Information

Spring Personnel will use the information held about you for purposes connected to your employment. In particular, you should note that Spring Personnel retains information about your health on file. This information will be referred to in the event that you have prolonged or frequent absences from work. Spring Personnel will not pass the personal information held about you to third parties without your consent.

Accuracy of Information

Spring Personnel will make every effort to ensure that the information held about you is accurate and, where necessary, kept up to date. In the absence of evidence to the contrary Spring Personnel shall assume that the information you provide is accurate. If there is any reasonable doubt as to the accuracy Spring Personnel shall contact you to confirm the information. Should you inform Spring Personnel or it otherwise becomes aware of any inaccuracies in the information, they shall be promptly rectified.

Access to Information

Along with all other rights granted to you under the 1998 Act, which Spring Personnel shall respect and observe, you are entitled under the 1998 Act at any time to request to be informed of the personal data which is held about you, either as a whole or limited to certain information of a particular nature. If you wish to access your personal data you should apply in writing to Spring Personnel. A charge of up to £10 may be made. The information will be provided to you no later than 40 days from when Spring Personnel receives your request.

MOBILE ALLOWANCE PAYMENT SCHEME

What is the Mobile Allowance Payment Scheme?

The Mobile Allowance Payment Scheme (MAPS) is an HM Revenue & Customs approved tax-free payment set up by the Company for mobile employees on Contracts of Employment.

Employees are classified as mobile if they are expected to work on assignments at a number of different client sites, such that they are not at one workplace for longer than a 24-month period.

If you take part in MAPS, you will be paid an HM Revenue & Customs approved tax/NIC free payment to contribute towards, or reimburse your travel costs (to and from a client's premises) and food costs* incurred whilst working at the client's premises.

In taking part in MAPS, you agree to give up some of your gross taxable pay, which is often referred to as a "salary sacrifice" (see below). However, the addition of your tax/NIC free MAPS payment means that your take home money is greater.

* This will usually include lunch, snacks and refreshments that someone may have when they are at work at a client's premises.

What is salary sacrifice?

Salary sacrifice is an increasingly common arrangement, recognised by the government and HMRC, whereby you give up some taxable pay. Typically, you receive some other benefit instead.

In the case of MAPS, you would be paid a tax/NIC free payment as detailed above. Because this payment is tax/NIC free, this means that you actually take home more money.

You will always be able to keep track of your pay and MAPS payments. Your original pay and the amount you sacrifice will be clearly shown on your payslip. Under a salary sacrifice arrangement, these are referred to as "notional payments" and "notional deductions". Your additional tax/NIC free MAPS payment will also be indicated on your payslip. Finally, the net take home amount detailed on your payslip will include the benefit you obtain by taking part in MAPS.

Why is Spring Personnel introducing MAPS?

The company is introducing MAPS as a way of offering further benefits to our mobile employees.

Does this apply to me?

In order to receive MAPS:

- you must have signed a Contract of Employment; and
- not be a student working on a P38(S) form.

If you join MAPS, you will be eligible for MAPS payments provided you meet the following criteria:

- you work, or are available to work, at a number of different client sites; and
- it must not be reasonable to assume that you will work at the client site for longer than 24 months.

If you are eligible for MAPS payments, you will qualify to be paid MAPS in the pay-week or pay-month concerned.

If you do not meet the eligibility requirements, you cannot qualify for MAP payments, regardless of the length of your shift. If you do not currently pay tax and/or NIC, you may not benefit from MAPS (assuming you qualify).

However, if you are not able to benefit from MAPS now for whatever reason, this does not mean that you cannot benefit in the future if your working patterns change. For example, you may become eligible at a later date if you move to a new site for less than 24 months, or, if you are already eligible but you do not currently qualify, you may qualify later on if you begin to work longer shifts.

Frequently Asked Questions

What happens if I am expected to work at the same client site for over two years?

If you are expected to work at the same client site for more than two years (24 months), you will not be eligible for MAPS from the moment it is expected that you will exceed the 24 month limit (as you will not be classified as a mobile employee from that time).

I'm a student. Can I benefit from MAPS?

You can be employed if you complete a P38(S), but you cannot join MAPS, as you do not pay full NIC and tax. If you work during term-time and pay full NIC and tax, you may become eligible for MAPS.

I'm an employee nearing/at retirement age can I benefit from MAPS?

Employees nearing or at retirement age may not pay sufficient PAYE/NIC to make MAPS worthwhile for them. Consequently, you may wish to consider whether you want to participate in MAPS.

For further information on how this may affect you please refer to the HMRC website at; www.hmrc.gov.uk/pensioners/workingafter.htm

Will joining MAPS affect my state benefits?

Because you pay less NIC if you receive MAPS payments, state benefits that are related to NIC may reduce slightly (e.g. state second pension).

Benefits that are related to your gross taxable pay may be affected in a number of ways:

- 1) They may be slightly more (e.g. tax credits);
- 2) They may be slightly less (e.g. statutory maternity pay, and statutory sick pay);

3) They may not be payable if your average earnings during the relevant periods are less than the Lower Earnings Limit (currently £87 per week).

Finally, certain 'means' tested state benefits related to your net earnings may be affected. This is because if your net pay increases, your entitlement to such benefits may reduce (e.g. council tax benefit).

For further information on how MAPS may affect your benefits please refer to the following:

Pension advice - www.thepensionerservice.gov.uk.

Statutory Sick Pay, Maternity Pay, Adoption Pay or Paternity Pay advice www.hmrc.gov.uk

Other statutory benefits - contact the relevant agency. **What happens if I leave Spring Personnel?**

Your MAPS payment is an optional benefit available when you work on assignments through Spring Personnel. It is not available once you leave Spring Personnel.

Where can I get more information about MAPS?

Please speak to your Consultant if you have further questions that are not answered here.

What do I have to do to join?

Providing you are eligible you will automatically be opted in MAPS to start begin receiving your extra take-home money. To start benefiting from MAPS as soon as possible you should sign and return your Contract of Employment with the Company.

Printed Copies are Non Controlled